



Dropbox Reseller Agreement

Posted: March 12, 2019

This Dropbox Reseller Agreement (“Agreement”) is entered into by Dropbox and the entity identified as the Reseller during the sign-up process (“Reseller”) as of the date that Reseller registers for the Dropbox Reseller Program (“Effective Date”). “Dropbox” means Dropbox, Inc. for Canada, Mexico, and the United States (and its territories and possessions), and Dropbox International Unlimited Company for countries outside these territories. In this Agreement, Dropbox and Reseller are each referred to as a “Party” and collectively as the “Parties.”

By registering, you: (i) represent and warrant that you have the authority to bind Reseller to this Agreement, (ii) agree on behalf of Reseller to be bound by this Agreement, the [Dropbox Privacy Policy](#), and the [Dropbox Acceptable Use Policy](#), (iii) certify on behalf of Reseller to the [Dropbox FCPA Certification](#), and (iv) acknowledge receipt of a copy of this Agreement. If you do not have the authority to bind Reseller to this Agreement, please do not accept this Agreement or register as a Reseller with Dropbox.

1. **Authorization; Restrictions.** Dropbox authorizes Reseller to market, promote, and resell the Service on an independent and non-exclusive basis to potential Customers only in the Territory, subject to the terms and conditions of this Agreement and the Program Guide. Reseller will market the Service fairly and accurately, and will not make any representations or warranties concerning Dropbox or the Service that: (i) are made or purported to be made on behalf of Dropbox; (ii) violate any laws or regulations; (iii) are false, misleading, or inconsistent with materials published and supplied by Dropbox; or (iv) where Dropbox, in its sole discretion, determines the materials are unsuitable. Any warranty in excess of the standard Service warranty provided by Dropbox, will be Reseller’s sole and exclusive responsibility and liability. Agreements entered into between Reseller and any Customer will not be binding on Dropbox. Neither Party will make any press release or other public announcement concerning this Agreement without the prior written approval of the other Party, provided that Dropbox may include Reseller’s name in a list of resellers on the Dropbox website or in promotional materials without such approval. Reseller authorizes Dropbox to use any information submitted by Reseller to Dropbox to: (a) market, promote, and deliver the Services; and (b) to manage, administer, and improve Dropbox’s reseller program.
2. **Reseller Obligations.** Dropbox and Reseller’s obligations regarding providing technical support to Customers are set forth in the Program Guide. Support Resellers will use or access a Customer’s account and Customer’s data only as necessary to fulfill its obligations under this Agreement, and any such use or access will comply with applicable laws and regulations and Dropbox’s privacy policy. In addition, Reseller is responsible for obtaining and maintaining all necessary consents or authorizations from Customers for use of or access to Customer’s account or Customer’s data. Within five business days of knowing a Customer relationship will terminate or not renew, Reseller will transfer all Administrative Access to Customer’s Service accounts to Customer or a service provider designated by Customer and take necessary action to prevent further access to the Customer account by Reseller or Reseller personnel. Reseller will only disclose or use Customer information and related sales information as necessary in the performance of this Agreement. Reseller will notify Dropbox immediately following the discovery of any Security Breach. In the event of a Security Breach, Reseller will provide the names of any Customers impacted and any other information reasonably requested by Dropbox, except to the extent prohibited by any written agreement between Reseller and a Customer. Upon notification, Dropbox may in its sole discretion elect to terminate the Agreement.
3. **Ordering; Payment; Taxes.** Reseller will submit orders and make payments to Distributor. Reseller is responsible for invoicing and collecting the applicable fees from Customers for access to and use of the Service. All purchases of the Service are non-cancelable and non-refundable. Reseller will be responsible for and will pay all Taxes to the appropriate governing authorities related to purchase and sale of the Service.
4. **Trademarks and Ownership.** Reseller is granted a non-exclusive, non-transferable, and revocable license to use the Dropbox Marks within the Territory, subject to this Agreement, Dropbox Branding Guidelines, and any other guidelines that Dropbox may provide. Reseller may use the Dropbox Marks only as necessary for Reseller’s performance under the Agreement and as specifically approved by Dropbox in writing. Reseller will not challenge or assist others in challenging Dropbox’s rights in the Dropbox Marks and will take no action inconsistent with Dropbox’s ownership of the Dropbox Marks. Reseller acknowledges Dropbox’s ownership of the Dropbox Marks, and agrees that any and all use of the Dropbox Marks will inure to the sole benefit of Dropbox. If Reseller acquires any rights in the Dropbox Marks, it hereby assigns these rights to Dropbox, along with any and all associated goodwill. Other than the rights granted in this Section 4, Reseller is not granted any other right, title, or interest in the Dropbox Marks.

5. Term and Termination. The Agreement will begin on the Effective Date and continue for the Term. The Agreement will automatically renew for the Renewal Term(s), unless a Party provides notice of its intent not to renew at least thirty days prior to a renewal. Either Party may terminate this Agreement if: (i) the other Party is in material breach of the Agreement and fails to cure the breach within fourteen days after receipt of written notice; or (ii) upon thirty days' prior written notice to the other Party. Upon termination or expiration of this Agreement and subject to applicable laws and regulations, Reseller will transfer Customer billing contact information to Dropbox and return or destroy all Customer information. Upon termination of this Agreement all rights and licenses granted under this Agreement will immediately terminate, except Customer subscriptions then-outstanding will continue in effect in accordance with the terms of the subscription. Sections 5 (effect of termination) and 6-12 will survive any expiration or termination of this Agreement.
6. Confidentiality
- 6.1. Non-Use and Nondisclosure. Each Party will: (i) take reasonable measures to protect the other's Confidential Information, and at least those measures it takes to protect its own confidential information of a similar nature; and (ii) not disclose Confidential Information to any third parties unless expressly authorized in writing. A Party may disclose Confidential Information to its employees, directors, agents, advisors and third-party contractors ("Representatives") who have a need to know the Confidential Information, if such Representative is bound to restrictions at least as protective of the other Party's Confidential Information as those set forth in this Agreement. The Parties may use Confidential Information only for the purpose of exercising their rights and performing their obligations under this Agreement.
- 6.2. Return of Confidential Information. Upon the disclosing Party's written request, or upon expiration or termination of this Agreement, the receiving Party will return or destroy all copies of Confidential Information, provided that Dropbox may retain a copy of Reseller's Confidential Information for the proper management and administration of Dropbox's business or as required by applicable laws.
- 6.3. Required Disclosure. A Party may disclose Confidential Information as may be required by order of a court of competent jurisdiction, administrative agency or other government body, or by any law, rule or regulation, if, to the extent possible, it gives the other Party prior written notice of this requirement and assists that Party in its efforts to oppose the requirement.
7. Representations and Warranties
- 7.1. General. Reseller represents and warrants to Dropbox that: (i) Reseller is a business entity duly organized and in good standing in all jurisdictions where Reseller does business; (ii) Reseller's execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Reseller; and (iii) Reseller will perform hereunder in a professional and workmanlike manner.
- 7.2. Legal Compliance and Export and Corruption Prohibition. Reseller represents and warrants that it will comply with all applicable laws and regulations, including the provisions of applicable U.S. Export Control Laws and Anti-Corruption Laws. Reseller (including its officers, directors, employees, and agents) shall not receive, accept, offer, promise, authorize, or provide anything of value to any person, directly or indirectly, including any government official or political candidate or member of a political party, in order to obtain or retain business or secure any advantage with the intent to corruptly or improperly influence the recipient, or otherwise take any action that would cause Dropbox to violate the Anti-Corruption Laws. Reseller (including its officers, directors, employees, and agents) will not make any facilitation payments, directly or indirectly, which are payments to induce officials to perform routine functions they are otherwise obligated to perform. Reseller shall maintain reasonable policies, procedures, and internal controls designed to prevent and detect violations of the Anti-Corruption Laws. Reseller shall provide Anti-Corruption Laws certifications to Dropbox and access to its books and records for audit purposes, upon reasonable request. Reseller is not identified on OFAC's List of Specially Designated Nationals, or any other government prohibited parties list. Reseller acknowledges and agrees that the Service may not be used in, and none of the underlying information, data, software, or technology may be transferred or otherwise exported or re-exported (a) to Cuba, Iran, North Korea, Sudan, Syria, or Crimea or any country or region that is subject to an embargo by the United States; (b) to or by a national or resident of any such country or region; or (c) to governments or governmental instrumentalities of any such country or region, absent a license or other necessary governmental authorization. Reseller assumes sole responsibility for obtaining licenses to export or re-export as may be required. Reseller agrees that Dropbox may terminate this agreement, in its sole discretion, should Dropbox suspect or determine that Reseller has violated this clause.
8. Disclaimer. THE SERVICE IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER DROPBOX NOR ITS AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR USE, OR NON-INFRINGEMENT. DROPBOX MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION IN OR FROM A CUSTOMER'S ACCOUNT FOR THE SERVICE.

9. Indemnification. Reseller will indemnify and hold Dropbox and its affiliates harmless, and at Dropbox's request, defend Dropbox and its affiliates from and against any and all claims (including a regulatory penalty), liabilities, costs and expenses (including settlement costs and reasonable attorney's fees) resulting from, relating to or arising out of any acts or omissions of Reseller in connection with Reseller's activities under this Agreement, including without limitation Reseller's performance of any services for any Customer.
10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR RESELLER'S INDEMNIFICATION OBLIGATIONS, OR FOR A BREACH BY EITHER PARTY OF IT'S CONFIDENTIALITY OBLIGATIONS, (I) NEITHER RESELLER NOR DROPBOX AND ITS AFFILIATES AND SUPPLIERS, WILL BE LIABLE UNDER THIS AGREEMENT FOR (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND (II) DROPBOX'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY RESELLER TO DISTRIBUTOR FOR THE SPECIFIC PURCHASE OF THE SERVICE BY RESELLER FROM WHICH THE LIABILITY ARISES.
11. Disputes. Reseller and Dropbox agree to resolve any claims relating to this Agreement or the Service through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in San Francisco (CA), or any other location both Parties agree to in writing. If a Party breaches its obligations under the Agreement, the non-breaching Party may bring a lawsuit in the federal or state courts of San Francisco County, California solely for injunctive relief to stop the breach without first engaging in the informal dispute notice process described above. Both Reseller and Dropbox consent to jurisdiction and venue of any United States Federal or State Court located in San Francisco, California for any dispute, controversy or claim arising out of or in connection with this Agreement.
12. Miscellaneous. Dropbox may change the terms of this Agreement from time to time; provided that if any change materially modifies Reseller's rights or obligations under this Agreement, Dropbox will provide thirty (30) days' notice to Reseller prior to the effective date of the modified Agreement. During the thirty (30) day notice period, Reseller may terminate the Agreement with such termination effective on the effective date of the modified Agreement. By continuing to market or solicit orders for the Service after the effective date of the modified Agreement, Reseller agrees to be bound by the modified Agreement. All non-material changes are effective upon notice of the modified Agreement. This Agreement and the Program Guide constitute the entire agreement between the Parties and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement. THE AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. Unenforceable provisions will be modified to reflect the Parties' intention and only to the extent necessary to make them enforceable and the remaining provisions of the Agreement will remain in full effect. Notices are deemed given when received. All notices to Dropbox will be sent to Dropbox Legal at contractnotices@dropbox.com with a copy to Dropbox, Inc. at P.O. Box 77767, San Francisco, CA 94107. All notices to Reseller will be sent to the applicable account email address. A waiver of any default is not a waiver of any subsequent default. Neither Party may assign or transfer this Agreement or any rights or obligations under this Agreement without the written consent of the other Party except Dropbox may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void. Dropbox and Reseller are not legal partners or agents, but are independent contractors. Neither Dropbox nor Reseller will be liable for inadequate performance to the extent caused by a condition that was beyond the Party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance). There are no third-party beneficiaries to this Agreement.

13. Definitions.

"Administrative Access" is a level of access granting administrative control over End User Accounts of a Customer.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other applicable anti-corruption, anti-bribery or anti-money laundering laws.

"Confidential Information" means information disclosed by one Party to the other Party that: (i) if disclosed in writing, is marked "confidential" or "proprietary" at the time of such disclosure; (ii) if disclosed orally, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing Party to the receiving Party within thirty days after any such disclosure; or (iii) under the circumstances, a person exercising

reasonable business judgment would understand to be confidential or proprietary. Confidential Information will not include information that: (i) is or becomes generally known or available to the public, through no act or omission of the receiving Party; (ii) was known, without restriction, prior to receiving it from the disclosing Party; (iii) is rightfully acquired from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed without access to any Confidential Information of the disclosing Party.

“Customer” is any individual customer of Reseller that purchases a subscription for the Service through Reseller.

“Distributor” means a distributor authorized by Dropbox to resell the Services to Reseller.

“Dropbox Branding Guidelines” are the guidelines located at www.dropbox.com/branding and any additional branding guidelines for resellers that Dropbox may publish.

“Dropbox Marks” means the trademarks, service marks, trade names, the Service names, logos, designs and other designations or brands used by Dropbox in connection with the Service.

“End User” is any individual end user of the Service.

“End User Accounts” are accounts for End Users under a Customer’s Service account.

“Initial Term” is twelve months.

“Program Guide” means the terms and policies that describe Dropbox’s reseller program that Dropbox makes available to reseller, as may be updated from time to time.

“Renewal Term” is the term following the Initial Term, or following an earlier Renewal Term, each of which will be twelve months.

“Sale” or “sell” or “resell” or “purchase” are used interchangeably in this Agreement and are used to mean the granting or receiving of access to and use of the Service as authorized by Dropbox.

“Security Breach” means any incident that involves or reasonably may involve the unauthorized access, use, disclosure, or loss of any Dropbox Confidential Information, Customer data, Reseller credentials, or API tokens, or any other suspected breach or compromise of the security, confidentiality, or integrity of any Dropbox Confidential Information, Customer data, Reseller credentials, or API tokens.

“Service” means any service that Dropbox provides pursuant to the Agreement at its sole discretion.

“Support Reseller” means a Reseller that may be designated as an “Administrator” of a Customer account and as a result be granted administrative control over End User Accounts of such Customer.

“Taxes” means any sales, use, provincial, value added, goods and services, consumption, excise, local stamp, other tax, duty, fees, or other charge of any kind or nature that is levied or imposed by any governmental authority on sales, delivery, possession, use or license of the Service.

“Term” means the Initial Term and all Renewal Terms.

“Territory” means the geographic region(s) within which Reseller is authorized to market, promote and resell the Service as set forth in the Program Guide.

“U.S. Export Control Laws” means all U.S. export control laws and sanctions regulations, including the Export Administration Regulations of the Bureau of Industry and Security (“BIS”), U.S. Department of Commerce; the International Traffic in Arms Regulations administered by the U.S. Department of State; and economic sanctions administered by the Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury.